

JPA File No.: JPA 05-086
AG Contract No.: KR05-0957TRN
Project: Aerial Photos
Section: Various Locations
TRACS No.: H6928 01X
Budget Source Item No.: N/A

INTERAGENCY AGREEMENT

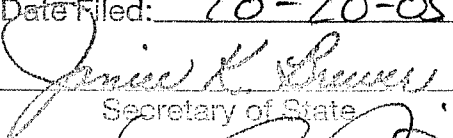

BETWEEN
THE STATE OF ARIZONA
AND
THE ARIZONA STATE LAND DEPARTMENT

THIS AGREEMENT is entered into this date October 20, 2005, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the ARIZONA STATE LAND DEPARTMENT, acting by and through its DIRECTOR (the "ASLD").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The ASLD is empowered by Arizona Revised Statutes § 37-334 to enter into this Agreement and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the ASLD.
3. The State and the ASLD are in mutual agreement that the State will transfer a one-time lump sum amount of \$20,000.00 for the acquisition of aerial photos, hereinafter referred to as the "Project". The funds can be transferred to ASLD PCA 36801 where it will be used to supplement U.S. Geological Survey (USGS) funds to acquire, store, process and distribute data to ADOT. The funds will not be used for any other purposes.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

NO. 27792
Filed with the Secretary of State
Date Filed: 10-20-05

Secretary of State
By: 

II. SCOPE OF WORK

1. The ASLD shall:

- a. Upon completion of the Project, provide to the State all aerial photos.
- b. Upon execution of this Agreement, invoice (attached) the State for a one-time lump sum amount of \$20,000.00 for the aerial photos.

2. The State shall:

- a. Upon execution of this Agreement and within thirty-days (30) after receipt of an invoice from the ASLD, remit to ASLD a one-time lump sum amount of \$20,000.00 for the aerial photos.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion and reimbursements; provided herein. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon thirty-days (30) written notice to either party.

2. The parties to this Agreement agree that each party shall be indemnified and held harmless by the other parties for the vicarious liability of each party as a result of entering into this Agreement. However, the parties further agree that each party shall be responsible for its own negligence.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

4. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

5. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

6. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
Phone (602) 712-7525
Fax (602) 712-7424

Arizona State Land Department
Attn: Eugene Trobia
1616 W. Adams
Phoenix, Arizona 85007
Phone 602- 542-3190
Fax (602) 542-2600

7. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8. Non-Availability of Funds: Every payment obligation of the State and ASLD under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State and ASLD at the end of the period for which the funds are available. No liability shall accrue to the State or the ASLD in the event this provision is exercised as a result of termination under this paragraph.

9. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ARIZONA STATE LAND DEPARTMENT

STATE OF ARIZONA

Department of Transportation

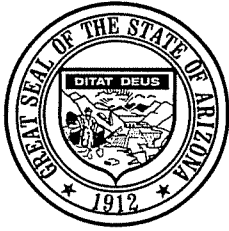
By Eugene Trobia
EUGENE TROBIA
State Cartographer

By Carrie Satterlee
for SUSAN TELLEZ
Contract Administrator

Report No. 1		JPA 05-086	
Item No.		PROGRESS	
		FINAL	X
Project No.			
TRACS No.	H692801X		
Name of Project		Aerial Photos - Various Locations	
Name of Vendor		Arizona State Land Department	
REMIT PAYMENT TO: Attn: Eugene Trobia, 1616 W. Adams, Phoenix, AZ 85007			
Date Started	Estimated Completion Date:	On Going	30% Billed % Complete

[illegible]

Submitted By: _____	Date: _____	Total: To: Date:	\$20,000.00
Approved By: _____	Date: _____	Total: Previous: Report:	\$20,000.00
ADOT Project Manager			
Accepted By: _____	Date: _____	Current: Report:	\$0.00
Joint Project Administration			



STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
CIVIL DIVISION
TRANSPORTATION SECTION
MEMORANDUM

Jeffrey T. Murray
Assistant Attorney General

Direct: 602-542-8859
Fax: 602-542-3646


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR05-0957TRN (**JPA 05-086**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED October 6th, 2005.

TERRY GODDARD
Attorney General



JEFFREY T. MURRAY
Assistant Attorney General

JTM:dgr
Attachment
928301